

## GENERAL ADVERTISEMENTS.

## CUSTOM HOUSE REGULATION.

THE UNDERSIGNED, COMMISSIONERS OF CUSTOMS for the Hawaiian Islands, having taken into consideration the great trouble and inconvenience arising from the regulation of 1817, permitting owners of spirits in bond to take out five gallons from a cask, for consumption, hereby give notice, that from and after the publication thereof in the Polynesian newspaper, the regulation of the 1st of July 1847, will be abolished, and that they have sanctioned the following regulation recommended by the Collector General of Customs: No spirituous liquors (including wines, cordials, &c. &c.), subject to a duty higher than five per cent ad valorem, will be delivered for consumption, from either of the Custom Houses in this Kingdom, in less quantities than any original package.

A. B. BATES, } Commissioners  
R. C. WYLLIE, } of Customs.  
Honolulu, Island of Oahu, Oct. 15, 1851.

REPRESENTATIONS HAVING BEEN MADE TO THE Commissioners of Customs by owners and importers of Gin in casks, of the inconvenience and tax upon them of being obliged to pay duty and take out a Bond, at the same time, not less than a package (it being in large packages and slow of sale):—

The Commissioners recommend that they be allowed to take Gin from Bond, paying duty on quantities of not less than Forty Gallons at a time, paying storage upon the gauge of the cask, until the cask is emptied or withdrawn from the storehouse. (Signed) J. MEEK, } Commissioners  
R. C. DAVIS, } of Customs.  
A. P. EVERETT, }  
Honolulu, Apr. 25th, 1856. 21-tf

## FIRE INSURANCE NOTICE.

## THE NORTHERN ASSURANCE CO.

THE UNDERSIGNED BEGS TO NOTIFY TO THOSE parties who have insured in this office wooden buildings or their contents, within the precincts of Honolulu, that in consequence of the continued erection of large and high wooden buildings close together in narrow streets, no more risks on timber constructions in the town will be taken, and those already taken will not be renewed on the expiration of their terms.

ROBERT C. JANION,  
Agent for the Northern Assurance Co.  
17-tf

## Notice to Whale Ships.

MESSRS. BAIN & BURTT GENERAL MERCHANTS, Ship and Commission Agents, residing at Auckland, New Zealand, hereby respectfully tender their best services for supplying ships with stores and refreshments of every kind, for purchasing or disposing of oil, bone, &c., for cashing bills of exchange, and generally for the transaction of all other shipping and mercantile business.

For sailing directions for the port of Auckland, Messrs. Bain & Burtt, beg to refer commanders of whale ships, and other vessels to Henry J. Holdsworth, Captain of the port of Honolulu, and to the Consuls of the United States, at Lahaina, and Hilo.  
Honolulu, 28th August, 1855. 17-tf

## Notice.

THE DIRECTORS OF ENGLISH SCHOOLS FOR Natives throughout the Islands, are requested to report fully, according to law, to the undersigned, in regard to schools under their care for the year 1855 inclusive; and enclose the quarterly reports of teachers, in the blanks supplied for the purpose by this department.

R. ARMSTRONG,  
Pres't Board of Education.  
Department of Pub. Inst'n, March 20, 1857. 46-tf

## Copartnership Notice.

THE UNDERSIGNED HAVING PURCHASED THE large and commodious Store lately occupied by B. Pitman, Esq., at the port of Kawaihae, Hawaii, and also the premises formerly occupied by Macy & Louzada, of the same place, are now prepared to furnish Shipping touching at the above named Port for supplies, with any thing that may be required, at the shortest notice, and on the most reasonable terms that supplies can be obtained at any other Port at the Sandwich Islands.

Constantly on hand a good supply of Hawaiian Reef.  
GEORGE W. MACY,  
JAMES A. LAW.  
Kawaihae, February 26, 1855. 44-tf

## LAW REPORTS!

FOR SALE AT THIS OFFICE, THE FIRST VOLUME of the Hawaiian Reports, comprising many of the most important Decisions and Rulings of the Superior Courts of this Kingdom during the ten years ending with 1856, compiled by GEORGE M. ROBERTSON.

Price five dollars, bound in calf. 8-tf

## NOTICE.

THE UNDERSIGNED, HAVING BEEN APPOINTED by His Highness the Minister of the Interior, to see that no water is wasted by those persons who have the privilege of taking water from the Government pipes; begs to inform all those parties, that he has been instructed to notify the Harbor Master of any one whom he may find having a pipe exceeding half an inch, attached to the main or branch pipe, and likewise of those persons who have fountains playing on their premises, or who allow their garden taps or hose to run after 8 o'clock in the evening. W. F. JOURDAN,  
Honolulu, Sept. 10. (19-tf) Constable.

## Notice.

ALL PERSONS ARE HEREBY NOTIFIED THAT THE herds of wild Cattle belonging to His Majesty and the Government, running in the district of Hilo, Hamakua, and South Kohala, and between Maunakea and Maunaloa, in the Island of Hawaii, have been this day sold to Mr. E. P. Adams. By order of the Minister of the Interior.

S. SPENCER, Chf. Clerk.  
Honolulu, April 22, 1857. 51-tf

## For Sale!

ONE EXPRESS AND LUMBER WAGON;  
One Carriage, Harness and Pole;  
One Double Harness;  
One Break Gig and Harness;  
Three Carriage Horses;  
Three Dray do.  
Two Hand Carts;  
One splendid Chronometer at D. N. Flitner's;  
Two Yawl Boats;  
One Whale Boat, &c. &c.  
Apply to  
Honolulu, Dec. 3, 1857. J. I. DOWSETT. 31-tf

## Exchange Wanted!

EXCHANGE ON ENGLAND OR THE UNITED STATES, for a limited amount, will be purchased at market rates. ROBERT CLOUSTON.  
Honolulu, 20th March, 1857. 46-tf

New Flower and Garden Seeds!  
JUST RECEIVED FROM GERMANY, PER  
"Kauai."  
ED. HOFFSCHLAEGER & STAPENHORST.  
52-tf

HOTEL KEEPERS' CLUB.—MEMBERS ARE REQUESTED to attend their daily meetings at the usual place. Per order. 23-tf J. M.

GENUINE BRANDIES, LAID IN BEFORE THE LATE rise, and offered at old prices. Apply to (23-tf) ROBT. C. JANION.

FIRE BRICKS—Best English, at reduced prices. Apply to 23-tf ROBT. C. JANION.

## GENERAL ADVERTISEMENT.

## Cargo per Kamehameha IV, FROM LIVERPOOL.

THE Undersigned invites the attention of Dealers, Jobbers, Retail and Country Traders, to the large and valuable assortment of merchandise just received by the above named vessel. Among the more important articles will be found

## DRY GOODS.

Brown cottons, brown drills, white madapolams, white shirtings, various qualities; blue shirting, blue drill, bedticks, fancy drills and trowserings in great variety, white and drab cord, white muslin goods of various descriptions, printed muslins, figured do, fine cloth, doeskin, gambroons, plain alpacas, figured alyaca, figured lustre, white, red and blue blankets, ass'd qualities and sizes; mosquito curtains, Brussels carpeting, velvet carpeting, clothing in great variety, hosiery and undershirts all qualities, shirts of various descriptions, blue woolen shirts, fancy prints, true blue prints, mourning prints, white ground prints, Turkey red and yellow do, silk corahs, English silks, lawns, hats, &c. &c. &c.

## Assorted English Groceries and Liverpool Soap.

English White Lead, paints and Boiled Oil.  
Rope and Canvas,  
Bagging and Wool Packs,  
Saddlery, Bridles and Bits, new styles,  
HARDWARE.

Sheet lead, hollow-ware, sledge hammers, anvils (large); crowbars, garden chairs, hat-stands, wheelbarrows (iron), tool chests, cutlery, chest locks, tin plate, 2 screws for pressing wool or pulu, ass'd iron.

## LIQUORS.

Brandy, Port, Sherry, Claret, Gin and Whisky.  
Allsop's Draught Ale in hhds.  
Younger's do do do.  
Salt's do do do.  
Byas' Ale in quarts and pints.  
Allsop's Ale, Pim's do, Meakim's do.

## SUNDRIES.

Anchor and chains, fire bricks, blue bricks, slates, small money safes, gates, garden rollers, assorted earthenware, nappies, pipes, Liverpool salt, patent woven hose for fire engines, &c. &c. &c.  
Aug. 27, 1857.-17-tf ROBERT C. JANION.

## JUST RECEIVED AND FOR SALE

PER "RADUGA," FROM BOSTON, THE FOLLOWING Goods:

White Cottons, Brown Cotton Drills, Blue Drills, Blue Cottons, Brown Cotton, sup'r Denims, B'd Flannel, Men's Kip Brogans, women's Shoes, Men's Hats.  
Pure White Lead, Black Paint, Chrome Green, Chrome Yellow, Prussian Blue, Celestial Blue, Boiled Linsed Oil in cans 4 galls. each, Spirits of Turpentine.

Bbls. Haxall Flour, Water, Soda and Butter Crackers, Lem-on Syrup, ground Black and Cayenne Pepper, ground Cloves and Cassia, fine Table Salt, Castile and Saltwater Soap, Hams, Cases of Oysters, Roast Beef, Boiled Beef, Beef Soup, Lobster and Green Peas, in 1 and 2 lb. cans; Tomato Ketchup, assorted Pie Fruits, Brandy Peaches, Corn Starch, bottles of Ground Ginger, English Mustard, Dried Apples in half bbls., Eng. Cheese, salaratus.

Nests of Trunks, 4 each; painted Tubs, nests painted cov'd Buckets and Boxes, assorted Solar and Glass Lamps, Solar Chimneys and Lampwick, Shoe Blacking, Writing Ink, Sheet Lead, Cut Nails, ass'd; Copper and Iron Tacks, ass'd; Ship Scrapers, Coffee Mills, patent Charcoal Irons, Tin Pans and Plates

A complete assortment of STATIONERY, &c., &c., &c.  
H. HACKFELD,  
Honolulu, March 19, 1857 45-tf

## Rose Cottage Market.

THE SUBSCRIBERS WOULD INFORM THEIR friends and the public generally, that they will continue the business formerly carried on by Boyd & Charlton, in the above Market, and solicit a continuance of their favors. At this establishment will always be found a supply of the best BEEF, MUTTON and PORK obtainable in the market. Corned Beef and Tongues supplied to order. Recruits and Live Stocks for shipping furnished on short notice. BOYD & MANINI,  
25-tf Rose Cottage Market.

## CITY MARKET.

WM. MAXWELL, HAVING THIS day purchased the interest of H. Hanley in the above establishment, will continue the business under the same style in the same locality in King street, opposite the new store of J. T. Waterhouse, where he will endeavor to give satisfaction for those who may favor him with their custom.

N. B.—Attention will be paid to the selection of stock, so that the best quality of meat may be relied on.  
Orders punctually attended to, and delivered to any part of the city within two miles, free of extra charge 3-tf

CAPTAINS OF VESSELS CAN OBTAIN FROM J. DUDOT'S place, Kalihiwai, Kauai, the following fresh provisions: Beef, Pork, Mutton and Poultry, on reasonable terms.

Also, Fire-wood in any quantity.  
Information regarding the harbor and anchorage, can be obtained at the store of R. Coady & Co., Honolulu, Oahu. 15-tf

## COLLECTOR'S NOTICE.

THE UNDERSIGNED HAS BEEN DIRECTED BY HIS Excellency, the Acting Minister of Finance, to reduce the credit given at the Custom House for duties from ninety to forty-five days after the 21st Dec., instant.

Dec. 12, 1856. (32-tf) Collector-General of Customs.

## REMOVAL.

THE OFFICE OF THE HAWAIIAN FLOUR COMPANY has been removed to the Counting-Room over that of B. W. Field. J. F. B. MARSHALL, Agent.  
May 15, 1857. 2-tf

SUPERIOR CHAMPAGNE, FROM CHALON SUR MARNE, for sale by ROBERT C. JANION. 50-tf

BURTON ALE, IN HOGSHEADS, FOR SALE BY ROBERT C. JANION. 47-tf

## Billiard Table for Sale!

BILLIARD TABLE, IN GOOD ORDER WITH ALL the appurtenances complete. Enquire at the National Hotel. (32-tf) JOSEPH BOOTH.

## Just Received!

AND FOR SALE LOW, by the undersigned—Rolls Gold and White French Paper,  
"Velvet Border,"  
Kegs French Zinc Paint,  
Baskets Champagne,  
Linen Summer Hats (new style),  
Tercios California Salmon,  
Hlf bbls Herring,  
Bbls. Hams (Westphalia).  
Honolulu, Oct. 24, 1857 J. C. SPALDING. 25-tf

## SUPREME COURT---In Banco.

Levi Haaalelea vs. Daniel Montgomery.  
JUSTICE ROBERTSON delivered the decision of the Court as follows:

The plaintiff brings his action for the purpose of determining certain rights of fishery, now in dispute between him and the defendant, and also to recover damages from the defendant for having prohibited and prevented the plaintiff and his people, and others occupying certain lands under him, from taking fish on the fishing ground lying to seaward of defendant's land, at Puuloa, on this island.

It appears from the evidence presented to the court, that the land now held by the defendant, is a portion of the large Ahupuaa of "Honouliuli," and was purchased in the year 1849 by defendant's brother, Isaac Montgomery, from the late high chief, M. Kekauonohi, then a widow, who died in the year 1851, leaving the land of "Honouliuli," together with other property by will, to her second husband, the plaintiff in this action. The conveyance from M. Kekauonohi to Isaac Montgomery, was executed in the Hawaiian and English languages, and reads as follows in English:

## "WARRANTY DEED."

Know all men by these presents, that I, Kekauonohi of Honolulu, Island of Oahu, for and in consideration of the sum of eleven thousand dollars, to me this day paid in hand by Isaac Montgomery, also of Honolulu, Island of Oahu, the receipt of which is hereby acknowledged, do grant, bargain, sell, and by these presents convey unto him, the said Isaac Montgomery, and to his heirs, executors, administrators and assigns, for ever, all that certain lot of land situated in the Island of Oahu afore said, and described as follows: Commencing at mauka North corner or point of this land at place called Lae Kekaa, at bend of Pearl River, and running along edge of Pearl River, makai side, taking in three fish ponds called Pamoku, Okiokilipi and Pakule to open sea, thence following along the edge of the sea (reserving all the reef in front) to end of stone wall by sea, in land called Kupaka, at the makai West corner of this land, thence running North 25° E. 283, direct to place of commencement, including an area of acres 2244 as per plot hereto annexed.

To have and to hold the above conveyed premises and all the tenements and hereditaments situate thereon, with this my covenant and warranty and lawful seizers unto the said Isaac Montgomery, his heirs, executors and administrators and assigns for ever.

In witness whereof, the said party Kekauonohi, has hereunto set her hand and seal at Honolulu, this 7th day of September, A. D. 1849.

M. KEKAUONOHI. (L. S.)

Executed in the presence of Frank Manini.  
It is admitted that defendant is now the owner of the property, originally conveyed to his brother by the foregoing deed. The court also understood the defendant to admit that he had prohibited the plaintiff and his people from taking fish on the place in controversy. And it is admitted by the plaintiff, that from and after the execution of the deed by M. Kekauonohi, she withdrew her Luna from Puuloa, and ceased to take or taboo any fish on the reef opposite defendant's land, up to the time of her death, and that until recently, Haaalelea never asserted any right or claim to take fish on said reef.

Upon this state of facts, the defendant claims to have, under a proper construction of the conveyance before recited, and the statutes of this kingdom, an exclusive right of piscary, in the fishing ground lying opposite the land embraced in the deed; and the plaintiff on his part, claims the same exclusive right for himself and his tenants living on "Honouliuli," as against the defendant and all others living on the land covered by the conveyance, or in other words, that the defendant did not acquire by his purchase, a right to take fish anywhere outside of the boundaries of the land conveyed to him, and that the people living on that land after the date of the deed, ceased to be tenants of the Ahupuaa of "Honouliuli," and so lost their rights to piscary, under the law of the land.

In order to a right decision of this controversy, it would seem to be necessary in the first place, to ascertain and define what were the rights of piscary possessed by M. Kekauonohi, as konohiki of the Ahupuaa of "Honouliuli," at the time she made the conveyance to Isaac Montgomery. To do this, it is unnecessary to inquire what were the respective rights of piscary, enjoyed by the konohikis and the common people, in ancient times, because since the year 1839, those rights have been regulated and defined by written laws.

At page 36, of the English version of the old laws, will be found an enactment on this subject, which commences in the following words: "His Majesty the King, hereby takes the fishing grounds from those who now possess them, from Hawaii to Kauai, and gives one portion of them to the common people, another portion to the landlords, and a portion he reserves to himself.

These are the fishing grounds which His Majesty the King takes and gives to the people; the fishing grounds without the coral reef, viz.: the Kilohee grounds, the Luhee ground, the Malolo ground, together with the ocean beyond.

But the fishing grounds from the coral reefs to the sea beach are for the landlords, and for the tenants of their several lands, but not for others."

This is the point at which the existing piscatorial regulations of the kingdom had their commencement, and since which, ancient custom ceased to govern the subject. His Majesty Kamehameha III., as supreme Lord of the Islands, and

having in himself the *alodium* of all the lands of the Kingdom, did at that time, with the concurrence of the Chiefs, resume the possession of the fishing grounds within his dominions, for purpose of making a new distribution thereof, of regulating the respective rights of all parties interested therein, according to written laws.

The fishing rights of both the konohikis and hoainas were defined and regulated by the laws of 1839, which was at different times amended some particulars, until the passage of the organic acts in 1846, when those rights were again defined by article 5th, of chapter 6th, part first, of act to organize the Executive Departments. (1st Vol. Stat. Laws, pp. 90 to 92, Secs. 1 to 4.) The part of this law to which it is necessary have reference more particularly in the present case, reads as follows:

"Section 2. The fishing grounds from the reef and where there happen to be no reefs from a distance of one geographical mile from the beach at low water mark, shall in law be considered private property of the landlords whose lands, ancient regulation belong to the same; in the session of which private fisheries, the said landlords shall not be molested except to the extent the reservations and prohibitions hereinafter forth.

"Section 3. The landholders shall be considered in law to hold said private fisheries for equal use of themselves and of the tenants their respective lands; and the tenants shall be liberty to use the fisheries of the landlords, subject to the restrictions in this article imposed."

The four succeeding sections of this law, which we deem it unnecessary to cite at length, define and guard the rights of the konohikis, in relation to their reserved or tabooed fish, and contain provisions to protect the rights of the tenants or hoainas, from unjust restrictions and exacting.

Under this statute, as we understand it, the tide fishing ground, lying between low water mark and the outer edge of the coral reef, (or Kuan as it is called in the Hawaiian version) along seaward front of the ahupuaa of "Honouliuli" was the private property of M. Kekauonohi, seised and held by her as such, subject to the catorial rights of the tenants living on that ahupuaa. On this ground she had a common right piscary with the tenants of "Honouliuli," or was at liberty if she saw fit, to taboo or set annually, one particular species of fish for own private benefit, as provided in section four or in lieu of this, she might on consultation with the tenants, as provided in section seventh, make an arrangement whereby she would be entitled receive one third part of all the fish caught on ground.

Such were the rights of M. Kekauonohi in premises at the time when she executed the deed to Isaac Montgomery, and the next question what portion, if any, of those rights did she convey to him, or did he by operation of law acquire any rights of piscary on the ground question, upon receiving that conveyance?

It is contended on the part of the defendant that by a fair construction of the descriptive of the deed, it must be held to extend to deeper at the outer edge of the reef, thereby including all that part of the konohiki's fishing ground lying opposite to the land conveyed to Isaac Montgomery. It is said that the expression, "to sea," must be understood to mean, "to deep water outside of the reef," in contradistinction to shallow water upon the reef, between the beach and low water mark, and that the expression "following along edge of sea," means following along the edge of deep water, outside of the reef. If this is correct, then unquestionably, the ground conveyed away all her right and title to the fishing grounds, as well as to the dry land. It seems very clear that this construction cannot stand without falsifying the obvious meaning the descriptive language which follows.

"open sea" means the deep water outside of reef, and "edge of the sea" means the edge of such deep water, the stone wall which is described as being by sea, in land called Kupaka, must extended out to the seaward edge of the reef, proposition which has not been asserted in argument, and which on reference to the plan annexed to the deed, appears to be conclusively negatived.

So the expression ("reserving the reef in front") would seem to be consistent with the idea that the line ran along outer edge of the reef, for in that case there would be no reef in front of the line. That the line along the inside of the coral reef, seems to result from the language used in the Hawaiian version of the deed, which reads as follows: ("aole hookomo ana i ka papa koa mawaho.") We translate this expression, not including, *hookomo* the coral reef outside. Again, the last line of survey is described as running from the end of stone wall, North 25° East, by compass chains, to the place of commencement, and it pretended that this line extended out to the edge of the reef. If such is the case, it is that could be readily ascertained by measurement. But the surveyor's plan clearly indicates the reverse. It is very evident, then, that no part of the fishing ground is included within the boundaries and bounds of the property conveyed to Isaac Montgomery.

But, it is argued by defendant's counsel M. Kekauonohi's right of piscary in the ground in question, passed to Montgomery appurtenance to the land, by virtue of the which in the Hawaiian version of the deed thus: "a me na mea paa a pau e waiho ana na iho, a me na mea e pili pono ana," and